



## **SPECIAL EVENT PERMIT**

### **PYROTECHNICS – SPECIAL EFFECTS/FIREWORKS**

Planning & Building • 2263 Santa Clara Ave., Rm. 190  
Alameda, CA 94501-4477

[alamedaca.gov](http://alamedaca.gov)

510.747.6800 • F: 510.865.4053 • TDD: 510.522.7538

Hours: M, W, Th – 7:30 am – 4:30 pm

T – 7:30 am – 4:00 pm

### **ALLOW TEN WORKING DAYS TO PROCESS PERMIT**

Attached is an application form for authorization to temporarily encroach into the public right-of-way. Included with this application is a list of general conditions which may or may not apply to your activity. Please review these conditions along with the application and **answer all questions completely**. Please call 510-747-6800 if you have any questions.

1. Complete the **attached Application** form using blue or black ink, only.
2. Complete the attached **Indemnity and Hold Harmless Agreement**. The City must be indemnified against any and all property damage or bodily injury which may occur. The applicant assumes all responsibility.
3. **Certificate of Insurance** and an **Endorsement for General Liability Coverage** naming the City of Alameda as an Additional Insured in the amount of \$2 million for the duration of the activity. (See attached examples.)
4. **Notification of Event** with signatures, addresses, and phone numbers of owners/tenants of the residential and/or commercial properties that will be impacted by the event.
5. **Location Map** of the event.
6. **Application deposit fee**.

Return your completed application along with the items listed above to the Permit Center, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501 from 7:30 a.m. to 4:30 p.m. on Monday, Wednesday, and Thursday; and 7:30 a.m. to 4:00 p.m. on Tuesday. **Please note: our office is closed on Fridays.**

A Permit Technician will accept all your materials for submittal, collect the application fees, and forward your application to the appropriate City departments for approval.

**After all City departments have received and granted their approval, you will be contacted and asked to come back into our office to read and sign the “Special Event Conditions” form that is prepared for your Special Event.**

## REQUIRED ATTACHMENTS FOR THIS APPLICATION

FORM ID	FORM NAME	NO PAGES
	Application and Display Permit	4
	Accident Waiver and Release of Liability	2
	Indemnity and Hold Harmless Agreement <b>or</b> Indemnity and Hold Harmless Agreement – Alameda Point	1
	Insurance Requirements	1
	Request for Refund of Deposit – Special Event Permit	1
	Required Signature Page	1
	Sample Certificate of Liability Insurance	1
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## SPECIAL EVENT PERMIT

### PYROTECHNICS/FIREWORKS

#### APPLICATION AND DISPLAY PERMIT

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### APPLICATION FOR PYROTECHNICS PERMIT

I/we hereby make this application for a permit to conduct a display of proximate fireworks or perform special effects as defined in the California Health and Safety Code, and agree to comply with the applicable provisions of the California Health and Safety Code, the State Fire Marshal's Regulations, the Uniform Fire Code, the Alameda Municipal Code, and any conditions set forth in granting this permit.

#### Applicant Information

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State and zip

General Public Display License Holder: \_\_\_\_\_ GPD License #: \_\_\_\_\_

Responsible Pyrotechnic Operator's License #: \_\_\_\_\_ License Classification(s): \_\_\_\_\_

Assistants' Names: \_\_\_\_\_

#### Site Information

Permit Requested for date: \_\_\_\_\_ time: \_\_\_\_\_  
From To From To

Address: \_\_\_\_\_  
Street City State and zip

Client: \_\_\_\_\_

Production Name: \_\_\_\_\_

Provide a dimensioned site plan showing location of structures, overhead obstructions, scenery, equipment, crowd, spectators, performers, placement devices; include location and arrangement of mines, flash pots, gerbs, mortars, etc.; location from where operator will discharge pyrotechnic devices, fall-out area, etc.

### Proximate Fireworks/Special Effects/Pyrotechnic Devices and Materials Information

Identify the quantity of pyrotechnic or special effect material for each type of device. Provide an exact description of the desired effect; you are only allowed to do what is described and approved. Use additional sheets if necessary.

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Location of materials prior to display: \_\_\_\_\_

Route(s) used: \_\_\_\_\_

Location of materials during display: \_\_\_\_\_

Describe storage locations, and provisions for return of unused/unfired materials after display

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Type of fire extinguishing equipment to be available on site: \_\_\_\_\_

In affirming my signature, I realize that as the permittee I am responsible for compliance with all provisions under which the permit may be granted, including filing all reports by Title 19, CCR. Before any performance, a "walk-through" and a representative demonstration shall be given for the Alameda Fire Department. The performance shall comply with Title 19, CCR, and NFPA Standard 1126, current edition, where applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REQUIREMENTS

### Site Controls and Restrictions

1. "NO SMOKING" signs shall be posted and enforced
2. Special effects/display area to be restricted to authorized personnel only

### Fire Safety Officer

A Fire Safety Officer is required for *all* public displays using pyrotechnic materials or devices or flame effects. Contact the Fire Prevention Bureau at (510) 337-2120 to make arrangements.

## FOR OFFICE USE ONLY

### Approval

After review of the information and plans submitted by the applicant, and payment of permit fees, this permit application is **APPROVED**. Permit fees are paid on a "per-day or fraction-thereof" basis.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

### Denial

After review of the information and plans submitted by the applicant, and payment of permit fees, this permit application is **DENIED** for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

## PUBLIC PYROTECHNIC DISPLAY PERMIT

Permit #: \_\_\_\_\_

Fee paid: \$ \_\_\_\_\_

This permit is valid from: \_\_\_\_\_ through \_\_\_\_\_ unless any of the conditions of the permit are violated, in which case the permit shall be immediately revoked.

### Conditions of Permit

Any violations of the following conditions will result in immediate and automatic revocation of this permit:

1. The permit shall be in the possession of the senior or coordinating pyrotech operator and will be subject to inspection by any representative of the City of Alameda.
2. Permits do not sanction violations; the permittee will carry out the permitted activities in accordance with the Health and Safety Code, the State Fire Marshal's Regulations, fireworks laws and regulations, and any other applicable standard.
3. This permit shall be used only by the applicant/permittee and only at the specified location.
4. There shall be no false statement or misrepresentation as to a material fact in the application or plans on which the permit or application was based.

### Additional Information

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## ACCIDENT WAIVER

### AND RELEASE OF LIABILITY

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Alameda, CA 94501-4477

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*(Please print clearly)*

Please accept my entry in \_\_\_\_\_

Race/Category \_\_\_\_\_

Participant \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Whom to Notify in Case of Emergency \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

### **READ AND SIGN BELOW**

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. **I AGREE** that prior to participating in an event, I will inspect the race course facilities, equipment and areas to be used and if I believe they are unsafe, I will immediately advise the person supervising the event activity, facility, or area. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owner, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release Liability (AWRL) form will be used by the event holders, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I, for myself, my executors, administrators, heirs, next-of-kin, successors, and assigns, forever waive and release and give up any and all claims, demands, liability, damages, costs, and expenses of any kind whatsoever, including personal injuries to me, or wrongful death, against the following entities or persons: \_\_\_\_\_

(Sponsoring Organization), City of Alameda, its City Council, Boards and Commissions, Officers, Employees and Volunteers, City Hall, Alameda CA 94501, the event holders, event sponsors, event directors, event volunteers, and event officials which may arise from my participation in the event or while traveling to or from the event, even if caused in whole or in part by the negligence or fault of the parties or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them and/or

because of their liability without fault. I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES, EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE, AND AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES.

I will assume my own medical and emergency expenses and hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**H I hereby certify that I have read this document and I understand its content.**

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

**PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years of age):** The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian

\_\_\_\_\_  
Signature of parent or legal guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of parent or legal guardian





## INDEMNITY AND HOLD HARMLESS

### AGREEMENT

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T – 7:30 am – 4:00 pm

\_\_\_\_\_  
whose address is \_\_\_\_\_

(hereinafter "Indemnitor") in consideration of \_\_\_\_\_

agrees to the following terms and conditions:

Indemnitor shall defend, indemnify, and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.

Indemnitor shall defend, indemnify and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or corporations, furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.

INDEMNITOR:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## INDEMNITY AND HOLD HARMLESS

### AGREEMENT – ALAMEDA POINT

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T – 7:30 am – 4:00 pm

whose address is \_\_\_\_\_

(hereinafter "Indemnitor") in consideration of \_\_\_\_\_

agrees to the following terms and conditions:

Indemnitor shall defend, indemnify, and hold harmless the United States Department of the Navy, the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.

Indemnitor shall defend, indemnify and hold harmless the United States Department of the Navy, the City of Alameda, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or corporations, furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.

INDEMNITOR:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## INSURANCE REQUIREMENTS

Planning & Building • 2263 Santa Clara Ave., Rm. 190  
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For all designated coverages, the City of Alameda requires a Certificate of Insurance signed by the party authorized by the insurance company to bind the company to the coverage shown, as well as an Additional Insured Endorsement to the Policy.

### Sample Information:

**1) Certificate of Insurance (sample attached)**

Designated Insurance Requirements:

- i **General Liability: \$2,000,000**
- i Company Rating: A.M. Best "A" or better

Provide the City of Alameda thirty (30) days in advance written notice of cancellation, non-renewal or reduction in limits or coverage including the name of the contract or event.

Signed by the party authorized by the insurance company to bind the company to the coverage shown.

Other insurance coverage may be required based on the type of contract and scope of services.

**2) Endorsement to the Policy (sample attached)**

This endorsement **must**:

- i Name the "City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions" as additional insureds; and
- i Include the policy number and type of coverage. **Please note: A statement included on the Certificate that the City is an additional insured, is NOT sufficient.**

**3) Forward the Certificate of Insurance and the Endorsement to the Policy to the Department Representative with whom you are conducting business.**

Please ask your insurance broker or agent to provide both documents to the City of Alameda ten (10) days prior to the event taking place since several departments must sign off on the entire request package before your participation in the event.



## REQUEST FOR REFUND OF DEPOSIT

### SPECIAL EVENT PERMIT

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T – 7:30 am – 4:00 pm

**Please submit the ORIGINAL “Request for Refund” form to Permit Center for processing.**

Date faxed copies will not be accepted and will not initiate or expedite the refund process.

**Permit No.** \_\_\_\_\_

**Title of Project** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**This will verify that all associated activities for the above-referenced permit and project have been completed as of** \_\_\_\_\_

**All “No Parking” signs for this project have been removed (*if applicable*)** \_\_\_\_\_  
Initial

**Please refund any unused deposit. Thank You.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Mailing Address for Refund:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return ORIGINAL form to:

City of Alameda Permit Center  
2263 Santa Clara Avenue, Room 190  
Alameda, CA 94501

Revised 6/17/2013

G:\Comdev\Permit Center Forms Update\General Use Forms\Req for Refund of Deposit - Spec Event.doc



## REQUIRED SIGNATURE(S) PAGE (MUST BE SUBMITTED WITH APPLICATION)

Planning & Building • 2263 Santa Clara Ave., Rm. 190  
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alamedaca.gov  
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### Police Department (All applications)

Contact: Sergeant Ron Simmons  
E-mail: rsimmons@alamedaca.gov  
1555 Oak Street  
Alameda, CA 94501  
(510) 337-8367 (Please call first)

I have reviewed the attached application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Alameda Point (Only Alameda Point property)

Contact: PM Realty Group  
950 W. Mall Square, Room 239  
Alameda, CA 94501  
(510) 749-0304 (Please call first)

Applicant has/will receive a license to film/photoshoot at Alameda Point from PM. This approval does not grant actual authority to film/photoshoot until all approvals are granted by the City of Alameda Permit Center.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### City Owned Parks (Only City Parks)

Contact: Amy Wooldridge (Monday-Thursday only)  
2226 Santa Clara Avenue  
Alameda, CA 94501  
(510) 747-7529 (Please call first)

Applicant has/will receive permission to film/photoshoot in the City Park from the Recreation and Park Department. This approval does not grant actual authority to film/photoshoot until all approvals are granted by the City of Alameda Permit Center.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURED	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda  
2263 Santa Clara Ave  
Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**SAMPLE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY**  
Planning & Building • 2263 Santa Clara Ave., Rm. 190  
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of our operations or premises owned by or rented by you

**SCHEDULE**

Name of Person or Organization:

City of Alameda, its City Council,  
Boards and Commissions, Officers, Employees, and  
Volunteers  
City Hall, Alameda, CA 94501

or

U.S. Department of the Navy, City of Alameda,  
Alameda Municipal Power, Alameda Housing  
Authority, their respective Boards, Commissions,  
Officers, Employees, Agents, and Volunteers  
City Hall, Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)